

## ASSUMPTION OF RISK / WAIVER OF LIABILITY for BATTLEGROUND FITNESS, INC – Heart’s Ablaze Event

READ THIS AGREEMENT FULLY AND CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS. AGREEING TO THE TERMS OF THIS AGREEMENT IS A CONDITION OF ACCESS TO ANY EVENT, VENUE OR OTHER FACILITY OWNED AND OPERATED BY BATTLEGROUND FITNESS, INC. THIS AGREEMENT COVERS IMPORTANT LEGAL MATTERS INCLUDING, WITHOUT LIMITATION: (i) ASSUMPTION OF ALL RISKS BY YOU, (ii) CONSENT TO PARTICIPATE AND MEDICAL TREATMENT, (iii) WAIVER OF LIABILITY AND RELEASE OF ALL CLAIMS, and (iv) INDEMNITY BY YOU.

### ASSUMPTION OF RISK / WAIVER OF LIABILITY

1. Consideration for Waiving Liability. In consideration for the opportunity to attend and/or participate in any of the workouts, seminars, or other fitness or exercise related instruction, classes, competitions or events, and any related activities, use of any equipment, tests, promotional events, training, exercise, entertainment, demonstrations, instruction, ceremonies and exhibitions (collectively, the “Event”), whether conducted, owned, leased, organized, operated, managed, supported, sanctioned or sponsored by or on behalf of BattleGrounds Fitness INC, or any of their respective officers, directors, agents, assistants, contractors, volunteers, staff, representatives, guests and employees, as well as coaches, instructors, judges, trainers, owners, lessors, lessees or operators of any gym or, Event sponsors, exhibitors, vendors, spectators, media and medical personnel present at the Event or any other venue, location or equipment used in or with any part of a Event (collectively, the “Venue” and together with the Hearts Ablaze Parties, the “Released Parties” and each a “Released Party”), with or without supervision and whether such activities take place at or near the Venue, traveling to or from the Venue or otherwise, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I (sometimes referred to herein as “Participant”), for myself, my heirs, executors, next of kin, successors in interest, guardians, legal representatives, assigns and administrators, agree as follows:

2. Dangerous Activity. 2.1. Inherent and Additional Risks. I agree and acknowledge that participating in the Event may involve inherent danger and risk, that the risk of injury from the Event is significant, that the Event can be unpredictable, and that such risks and dangers include, without limitation, the danger and risk of (i) PHYSICAL INJURY AND/OR DEATH; (ii) falling, jumping, landing, misdirected equipment, colliding with staff, guests, media personnel and spectators; (iii) minor injuries, such as scratches, bruises and sprains; (iv) major injuries, such as joint and back injuries, broken bones, dislocated shoulders, concussions, rhabdomyolysis, musculoskeletal injuries, cardiovascular injuries, cardiovascular trauma, heart attack, stroke, and injury to my fetus (if pregnant); (v) catastrophic injuries, such as brain injury and paralysis; and (vi) property damage. With respect to any Participant acting as a volunteer for the Event or Venue, the activities at the Event may also include, without limitation, (a) assisting with, preparing for or tearing down a venue; (b) participating in the administration, monitoring or governance of an event or activity; (c) competing in, assisting participants and/or their families in preparing and training for an event or activity; (d) teaching or instruction, equipment preparation or maintenance; (d) directing traffic and people; (e) performing administrative tasks, and/or (f) participating in any other duties or uses of the Event and Venue. I also understand that the use of alcohol and/or drugs may increase or exacerbate these risks and dangers. I understand and agree that neither my actions, nor the actions of any other person, can necessarily be controlled, and that my safety and health cannot be guaranteed while participating in or observing the Event and related activities or visiting the Venue. By signing this Agreement, I freely accept and fully assume responsibility for all such dangers and risks and the possibility of personal injury, death, property damage or loss resulting therefrom. I acknowledge and understand that the description of the risks and dangers listed above is not complete and that participating in the Event involves additional risks and dangers, which may include, without limitation, encounters with motor vehicles and equipment, limited access to and/or delay of medical attention, mental distress from participation, and negligence of others. I understand that there are risks involved in the decision-making and conduct of the Hearts Ablaze Parties’ employees and volunteers involved with the Event, including, but not limited to, the risk that a coach, instructor, staff or volunteer may misjudge a participant’s abilities, conditioning, or mental, emotional or physical condition, misjudge weather, terrain, facilities, equipment, location, or misjudge some other aspect of the Event that may make a certain portion of any Event inappropriate for Participant.

2.2. Equipment. I agree to inspect before use all equipment offered for use at the Event and the Venue, including without limitation, exercise and fitness equipment and apparatus or other equipment (the “Equipment”) and to ask questions of the Event employees and/or instructors if I do not fully understand how to use either the Equipment or the Venue. I warrant that information provided to Event employees, instructors, seminar technicians and

personnel will be accurate and complete. If I am under the age of 18, my parent or guardian being at least 18 years old and agreeing to this Agreement on my behalf ("Adult"), understands that he/she may not be available or present when my Equipment is provided, fitted or adjusted and hereby waives the opportunity to inspect the use and fitting of the Equipment and authorizes the CrossFit Event agents or employees to oversee the use and fitting of the Equipment. I understand that, although I may be wearing protective or support gear, as applicable, such gear cannot guarantee my safety or protect the wearer against all potential injuries or prevent all injuries. I accept for use "AS IS" any Equipment used for a CrossFit Event and agree to identify or return either before use or promptly after discovery for replacement or repair any Equipment that I believe may be damaged or defective in any way. If I am under the age of 18, Adult accepts full responsibility for the care of the Equipment used for a Event and agrees that Adult will be responsible for the replacement at full retail value of any Equipment damaged or not returned. I understand that additional fees may be required for use of the Venue, Equipment, or other services provided by the Event and that age, height, and ability restrictions may apply to limit participation in the Event and use of some or all of the Venue.

3. Duties of Participant and Representation as to Physical Condition. I agree to, or if I, as the Participant, am under the age of 18, Adult agrees to read and, if necessary, explain to me, all posted signs and warnings. I must maintain control at all times while participating in the Event. I am responsible for reading, understanding and complying with all signage, including, without limitation, instructions for the use of the Venue. I acknowledge that I have the physical dexterity and knowledge to safely engage in the Event and use the Venue. I acknowledge and agree that I am solely responsible for evaluating my physical fitness, mental fitness, technical skills and experience in order to assess my suitability to engage in the Event. I acknowledge that I have consulted with a qualified physician about my desired participation in the Event, and will adhere to the guidelines that my physician recommends. I acknowledge that I do not suffer from ANY health condition which may be aggravated by participating in the Event, including, but not limited to, heart conditions or high blood pressure, back, neck or other skeletal, muscular, respiratory or circulatory problems. I acknowledge that I may be required to wear protective gear appropriate to the Event at certain times while participating in any Event.

4. Consent to Medical Treatment. In connection with any injury that I may sustain or illness or other medical conditions that I may experience during my presence at the Event or the Venue or otherwise while engaging directly or indirectly in the Event, I authorize and consent to receive any emergency first aid, medication, medical and/or surgical treatment deemed necessary by the attending personnel and/or the Event employees and agents. I acknowledge that the Released Parties are under no obligation to provide such medical treatment or services, and the Released Parties do not warrant or make any representation concerning the adequacy or continuation of such medical services, nor can the Released Parties be deemed responsible or held liable for any claims arising out of the provision of such medical services or the failure to provide or to continue to provide such medical services. I further authorize the attending personnel and/or the Event employees or agents to execute on my behalf any permission forms, consents or other appropriate documents relating to medical attention and to act on my behalf if not able or immediately available to do so and the same is urgent as determined in their sole discretion. I ACKNOWLEDGE AND AGREE THAT EMERGENCY ASSISTANCE AND/OR TREATMENT MAY BE RENDERED BY PERSONS WITH TRAINING OR EXPERIENCE WHICH MAY NOT BE ADEQUATE FOR CERTAIN MEDICAL SITUATIONS AND/OR THE INJURIES SUSTAINED BY ME, WHICH INJURIES MAY BE COMPOUNDED BY NEGLIGENT FIRST AID OR EMERGENCY RESPONSE OF THE RELEASED PARTIES OR OTHER INDIVIDUALS OR MEDICAL OR EMERGENCY PERSONNEL AND WAIVE ANY CLAIM IN RESPECT THEREOF IN ACCORDANCE WITH SECTION 6 BELOW. I expressly acknowledge that if the Event and Venue are located some distance from medical facilities, that such distance may exacerbate any injury or condition sustained by me. I shall be responsible for all costs associated with such medical care and related transportation.

5. Assumption of Risks. Understanding, acknowledging and agreeing to all the risks and hazards involved with the Event, I freely and voluntarily choose to participate in the Event, travel to, enter and use the Venue, and I HEREBY VOLUNTARILY AND EXPRESSLY AGREE TO ACCEPT AND ASSUME ALL RISK OF LOSS, DAMAGES, THEFT, INJURY OR DEATH THAT MAY OCCUR TO ME OR MY PROPERTY AS A RESULT OF OR INCIDENT TO MY PARTICIPATION IN THE EVENT, INCLUDING THE RISK I MAY BE INJURED BY THE ACTIONS, OMISSIONS, REPRESENTATIONS OR NEGLIGENCE OF THE RELEASED PARTIES, OTHER PARTICIPANTS OR THIRD PARTIES WHILE PARTICIPATING IN THE EVENT OR VISITING, TRAVELING TO OR FROM OR USING OR VISITING THE VENUE. I understand and agree that by agreeing to this Agreement, I am assuming full responsibility for any and all risk of death, serious personal injury, temporary or permanent disability, or property loss and/or damage suffered by me or my property in connection with the Event

whether or not described in this Agreement, known or unknown, inherent or otherwise, or while visiting, traveling to or using the Venue. I understand and agree that this Agreement will be binding on me, my spouse (or registered domestic partner), my guardians, the executors or administrators of my estate, my heirs, my personal representatives, my assigns, my successors in interest, my children, and any guardian ad litem for said children (collectively, the "Releasers"). I accept full and complete responsibility for the safety of myself, any guests, observers or other individuals who I have invited to the Venue, and property we have brought to the Venue, and I assume the risk of damage, theft, loss or injury caused by others to me, my guests and our property. I also accept full and complete responsibility for the consequences of taking unreasonable risks while participating in the Event or using the Venue, including, without limitation, attempting activities that I am not qualified to perform safely, causing any other participants/spectators an unreasonable risk of harm, or failing to follow correct safety procedures when using the Venue and participating in the Event.

6. Liability Release and Waiver of Claims. On behalf of myself and the Releasers and in consideration for being allowed to participate in the Event and/or use of the Venue, I HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE ANY AND ALL CLAIMS OR CAUSES OF ACTION, NOW KNOWN OR HEREAFTER KNOWN IN ANY JURISDICTION THROUGHOUT THE WORLD, AGAINST THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, ANY BODILY INJURY OR DISABILITY, ILLNESS OR DISEASE, ACCIDENT, DEATH, FINANCIAL LOSS, PROPERTY LOSS, DAMAGE, DESTRUCTION, DELAY, INCONVENIENCE OR OTHER HARM OF WHATEVER NATURE THAT MAY BE DIRECTLY OR INDIRECTLY RELATED TO, ARISING FROM OR SUSTAINED FROM PARTICIPATION IN THE EVENT AND/OR TRAVEL TO OR FROM OR VISIT TO OR USE OF THE VENUE OR ACTIVITIES RELATED THERETO, NEGLIGENT FIRST AID OR EMERGENCY RESPONSE OF THE RELEASED PARTIES OR OTHER NEGLIGENT ACT OR OMISSION OR BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OF ANY RELEASED PARTIES OR OTHERWISE, provided that nothing in this Section 6 shall be deemed to release any Released Party from liability arising from their own willful or intentional injury to me or my property.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR. I expressly acknowledge and understand the significance, effects and consequence of this waiver and hereby assume full responsibility for such a waiver.

7. Unpredictability of Cause; Personal Responsibility. I understand that injuries and harm may result from the Event, including working with and around weightlifting, exercise and fitness equipment and apparatus, climbing ropes, peg boards, walls, sports, music or entertainment equipment and machinery from a variety of causes, including the acts or omissions of other persons, weather, ice, snow, hills, mountains, terrain, ocean or water conditions, ground and environmental conditions and other causes not necessarily predictable or within anyone's control. I agree and acknowledge that the Released Parties do not accept any responsibility for injury, illness, loss, or damages suffered by me and that obtaining insurance to cover these risks is my own responsibility. I acknowledge and agree that it is my responsibility to have any insurance including, without limitation, medical, accidental disability and death coverage and liability insurances, that I may wish to have or it is advisable to have in relation to my being present at the Event and Venue. I acknowledge that (i) the Released Parties and any other person at the Event and Venue may not have, insurance that covers me in connection with my attendance at the Event and Venue, and (ii) I am not relying on the existence of the same in the decision to be present at the Event and Venue at any time hereafter. Any insurance any of the Released Parties may have shall in no way diminish my obligation to obtain insurance coverage applicable to me while being present at the Event and Venue. The foregoing does not diminish the requirement of any party to have any insurance required by law. I understand and agree that I am solely responsible for any medical costs and expenses (including insurance costs) incurred directly and/or indirectly by me as a result of my attendance at the Event and Venue for any reason. With respect to any Participant acting as a volunteer for the Event or Venue, I acknowledge and agree that such volunteer is not an employee of the Event and Venue regardless of any non-cash remuneration for time and services they may receive. I further understand and agree that volunteers are not covered by Workers' Compensation, and accordingly, volunteers are encouraged to obtain their own medical insurance coverage. I assume all risk of personal injury, sickness or death, and damage to or loss of my belongings and property, and any and all other delay, inconvenience, damage, loss or other expenses I may suffer as a result of or in connection with the Event. I shall be fully responsible for my actions. I assume responsibility for my safety and that of others, including injuries, property damage and harm, to the fullest extent possible and regardless of the acts or omissions of others.

8. Personal Property. I am responsible for the security and safety of my own property and any personal effects I use, bring to or leave at the Venue or otherwise related to the Event, and that the Released Parties cannot guarantee the security or safety of my property. Should I leave any property at the Venue or otherwise in the custody of the Released Parties, I do so at my sole and absolute risk. None of the Released Parties shall have any liability to me or anyone else in the event of loss, damage, destruction or use, whether authorized or not, by any person or theft of any such property.

9. Indemnification. I SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES, JOINTLY AND SEVERALLY, FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, DEMANDS, RIGHTS, LOSSES, COSTS, DAMAGES, EXPENSES, SETTLEMENTS, JUDGMENTS, CAUSES OF ACTION AND LIABILITIES OF ANY KIND WHATSOEVER, WHETHER FORESEEN OR UNFORESEEN, INCLUDING ATTORNEYS' FEES, IN LAW OR IN EQUITY, ARISING OUT OF OR RESULTING FROM ANY CLAIM RELATED TO MY PARTICIPATION IN THE EVENT, INCLUDING WITHOUT LIMITATION, MY BREACH OF THIS AGREEMENT OR THE EVENT RULES AND POLICIES, ANY INDIVIDUAL I INVITE TO THE EVENT OR VENUE OR ANY OTHER THIRD PARTY CLAIM RELATED TO THE EVENT. THIS INCLUDES ALL OWNERS OF BATTLEGROUND'S FITNESS INC NOT EXPRESSLY NAMED IN THIS DOCUMENT BUT EQUALLY PROTECTED BY THIS WAIVER.

10. Promise not to Bring Suit. I hereby agree and covenant not to, and shall cause the Releasers not to, bring a claim against, sue, demand compensation from or attach the property or assets of the Released Parties or any of them, for any loss or damage arising or resulting from my participation in the Event or my travel to or from or presence at the Venue, and forever release and discharge the Released Parties or any of them from liability under such claims.

11. Guests. I assume all risk of damage or injury to any individuals that I invite as guests at the Event or Venue, whether I am present or not, and hereby agree to fully indemnify the Released Parties against any claims for damages or injury suffered by my invited guests.

12. Acknowledgment. If Participant is under 18 years of age, Adult acknowledges that they are not only signing this Agreement on Adult's own behalf, but that Adult is also signing this Agreement on behalf of Participant and that Participant is bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of Participant, Adult understands that they are also waiving rights on behalf of Participant that Participant otherwise may have. Adult agrees that Participant would not be permitted to participate in the Event or use the Venue if Adult did not sign this Agreement on Participant's behalf. By signing this Agreement without a parent or legal guardian's signature, Participant, under penalty of fraud, represents that they are at least 18 years of age. Adult represents that they are a legal parent or guardian of Participant.

13. Virginia Law, Jurisdiction. This Agreement shall be governed by and construed under the laws of the State of Virginia, U.S.A., notwithstanding its conflict of law provisions. Any action or proceeding brought to enforce the terms of this Agreement or adjudicate any dispute arising out of this Agreement shall be exclusively brought in the County of Warren County, State of Virginia. The parties will not raise in connection therewith, and hereby waive, any defenses based upon venue, the inconvenience of the forum, the lack of personal jurisdiction, the sufficiency of service of process or the like in any such action, suit or proceeding brought in the State of Virginia. This Agreement fully, completely, and exclusively sets forth my agreement with the Released Parties on the matters set forth herein and may only be amended in a writing executed by both Hearts Ablaze and myself.

I UNDERSTAND THAT THE TERMS OF THIS ASSUMPTION OF RISK / WAIVER OF LIABILITY / PUBLICITY RELEASE MEAN THAT I AM WAIVING CERTAIN IMPORTANT RIGHTS THAT I MIGHT OTHERWISE HAVE UNDER VIRGINIA LAW.

14. Severability. In the event that any provision of this Agreement (or portion thereof) is determined by a court of competent jurisdiction to be invalid or otherwise unenforceable, such provision (or part thereof) shall be enforced or, if incapable of such enforcement, shall be deemed to be deleted from this Agreement, while the remainder of this Agreement shall continue in full force and remain in effect according to its stated terms and conditions.

15. Photography/Video Release. Participants involved in any activities offered by BattleGround's Fitness, INC and Hearts Ablaze may be photographed or videotaped during training. The undersigned hereby consents to the use of these photographs and/or videos without compensation, on the BattleGround's Fitness, INC and/or Hearts Ablaze website or in any editorial, social media site, promotional or advertising material produced and/or published BattleGround's Fitness, INC. and/or Hearts Ablaze unless otherwise agreed upon for job, national security or other reasons. Those reasons will be expressed to all BattleGround's Fitness, INC and/or Hearts Ablaze staff whenever pictures are being taken. It is not the responsibility of BattleGround's Fitness, INC or Hearts Ablaze staff to remember agreements that preclude the use of photography.

16. Additional Acknowledgement of Participant. (a) I UNDERSTAND AND ACKNOWLEDGE THAT BY AGREEING TO THIS AGREEMENT, I AM GIVING UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES IN CASE OF INJURY, DEATH OR PROPERTY LOSS OR DAMAGE. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.

(b) I HAVE READ THIS ENTIRE AGREEMENT CAREFULLY, AND FULLY UNDERSTAND ALL OF ITS TERMS AND CONDITIONS. I AM PROVIDING MY ACKNOWLEDGMENT AND AGREEMENT THAT I HAVE HAD AN OPPORTUNITY TO CAREFULLY READ THE ENTIRE AGREEMENT AND TO HAVE ANY QUESTIONS ANSWERED TO MY SATISFACTION.

I hereby represent, warrant and covenant to the Released Parties that each of the following is true and accurate:

--I am at least 18 years of age and I have the right to contract in my own name or if I am under 18 years of age, my Parent or Guardian may contract on my behalf.

--I have read this entire Agreement, understand the words and language in this Agreement, and agree to all of the terms and conditions of this Agreement.

--I have read, understand, and agree to abide by the Hearts Ablaze and BattleGrounds Fitness Event Rules and Policies.

--I am aware of, and voluntarily participate despite, the potential dangers and risks inherent to the Event or other activities that may take place at BattleGrounds Fitness INC venue or Hearts Ablaze event to include the inherent risks of indoor rock climbing.

If the participant is under the age of 18 this clause pertains:

IF APPLICABLE As the parent or guardian of Participant whose name appears above, I hereby confirm that I have read this Agreement and accept each and every provision of this Agreement on behalf of myself (as if a direct signatory to this Agreement) as well as on behalf of Participant, intending that this Agreement be irrevocably binding upon me, upon Participant, and upon each of my and Participant's respective heirs, executors, administrators and assigns. I represent and warrant that I am at least 18 years of age, that I am the parent or legal guardian of the above Participant, and that I have legal authority to enter into this Agreement and to bind the Participant.

Otherwise, this signature is for the participant for the purposes of confirming that I have read this Agreement and accept each and every provision of this Agreement on behalf of myself (as if a direct signatory to this Agreement).

SIGNATURE:

\_\_\_\_\_ DATE: \_\_\_\_\_

Print Name: \_\_\_\_\_

Participant Names FOR CHILDREN under 18:

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